

Ace Gift Card Terms and Conditions

Last Updated: 4/13/20

These Ace Card Terms and Conditions ("Card Terms") govern your use of Ace gift cards, including tangible gift cards, eGift cards, merchandise return cards, and promotional cards (collectively, "Cards"), which are issued by Ace Incentives, Inc. ("Ace Incentives" or "we" or "us"). These Card Terms constitute a binding agreement between you and Ace Incentives. **IMPORTANT: THESE CARD TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE A BINDING CONFIDENTIAL ARBITRATION CLAUSE, A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL. BY PURCHASING, USING, OR ACCEPTING A CARD, YOU ACCEPT AND AGREE TO BE BOUND BY THESE CARD TERMS.** If you do not agree with these Card Terms, do not purchase, use, or accept a Card.

1. **Redemption.** Cards are redeemable only for purchases at participating Ace Hardware locations in the United States or online at www.acehardware.com. For online purchases, (i) a maximum of three (3) gift cards may be redeemed per order and (ii) the total value of gift cards redeemed cannot exceed \$250 per order. To find a participating Ace Hardware location, please call Customer Service toll free at [1-888-827-4223](tel:1-888-827-4223). Cards cannot be used to purchase gift cards or pay Ace Hardware accounts. Cards have no value until purchased (or otherwise properly issued with respect to merchandise return cards and promotional cards) and activated. Each time a Card is used, the purchase amount will be debited against the Card's available balance.
2. **Reloads.** Tangible gift Cards without a fixed face value purchased from participating Ace Hardware locations can be reloaded with additional value. Other Cards, including tangible gift cards purchased online or from third-party retailers, Cards with a fixed face values, egift cards, merchandise return cards and promotional cards cannot be reloaded. You may add value to a reloadable Card at participating Ace Hardware locations, subject to the maximum purchase limitations described in Section 8 below or the maximum face value of the card, if any, whichever is less.
3. **Balance Inquiries.** You can check your Card balance by calling Customer Service toll free at [1-888-827-4223](tel:1-888-827-4223) or online at www.acehardware.com/balanceinquiry.
4. **No Refunds or Returns.** Except as required by law, Cards are non-refundable and cannot be returned or redeemed for cash. Unused Cards purchased from third-party retailers are subject to the gift card return policies of such retailers.
5. **Lost or Stolen Cards.** Contact Customer Service at [1-888-827-4223](tel:1-888-827-4223) immediately if your Card has been lost or stolen. Lost or stolen Cards will be replaced for the remaining Card value per Ace Incentives' records only if you present the Card number and proof of purchase (of the original purchase or most recent reload, as applicable) satisfactory to Ace Incentives.
6. **Expiration and Escheat.** Except as otherwise provided in these Card Terms, Cards do not expire. The underlying funds on tangible Cards issued prior to August 8, 2019 do not expire, but the tangible Card may expire. Upon expiration of the tangible Card, you may have the remaining available balance of the Card transferred to a new Card only if you present the Card number and

proof of purchase satisfactory to Ace Incentives. Please call Customer Service at 1-888-827-4223 for assistance.

Ace Incentives may be required to remit the cash value of a Card's unused balance to a state agency pursuant to the state's abandoned property or escheat laws. If we have remitted the unused balance of your Card to such a state, the Card will have a zero balance in our records and you will no longer be able to redeem the Card; however, you may be able to file a claim to reclaim your escheated property. Please contact your state's unclaimed property department for guidance.

7. Fees. Ace Incentives does not charge inactivity fees or service fees.
8. Maximum Purchase. Unless you have entered into a separate written agreement with Ace Incentives for the bulk purchase of Cards, you agree that (i) you shall not purchase or otherwise obtain more than \$10,000 in total Card value in any one day and (ii) you shall not load or reload any individual Card with a value of more than \$250 in any one day.
9. Resale. Resale of Cards to third parties for cash or other consideration is prohibited, although you may transfer a Card to a third party as a gift. If you wish to sell or distribute Cards, please visit our Corporate Bulk Card website for more information.
10. Promotional Cards. "Promotional Cards" are Cards that are provided for no cash consideration in connection with contests, sweepstakes, giveaways, and other promotions. Promotional Cards may expire. See each Promotional Card for any specific terms, restrictions, or exclusions, including expiration dates.
11. Deactivation; Suspension. Ace Incentives reserves the right to deactivate, suspend, or refuse to honor any Card in the event of failure of consideration, such as a disputed credit card charge or returned check, or if Ace Incentives suspects the Card was obtained or is being used fraudulently. Please immediately report any loss, theft, or suspected fraud to Customer Service at 1-888-827-4223.
12. Disclaimer of Warranties and Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CARDS AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ACE INCENTIVES, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LAW OR EQUITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING FROM THE CARDS OR YOUR USE OF THE CARDS OR ANY PRODUCTS OR SERVICES RELATED THERETO, INCLUDING DIRECT, INDIRECT, THIRD PARTY, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACE INCENTIVES, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, AND VENDORS, SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR OR IN CONNECTION WITH: (i) YOUR USE OF ANY CARDS OR PRODUCTS OR SERVICES RELATED TO THE CARDS, OR (ii) ANY UNLAWFUL, UNAUTHORIZED,

OR FRAUDULENT CONDUCT BY YOU OR BY ANY THIRD PARTY RELATED TO ANY CARD.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY.

13. Arbitration Agreement and Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND ACE INCENTIVES AGREE THAT ANY CLAIM OR DISPUTE AT LAW OR EQUITY THAT HAS ARISEN OR MAY ARISE BETWEEN (i) YOU AND ACE INCENTIVES, (ii) YOU AND ACE INCENTIVES' AFFILIATES, AND/OR (iii) YOU AND THE DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS OF ACE INCENTIVES OR ACE INCENTIVES' AFFILIATES (EACH AND "ACE INCENTIVES PARTY" AND, COLLECTIVELY, THE "ACE INCENTIVES PARTIES") IN CONNECTION WITH THESE CARD TERMS OR YOUR PURCHASE, USE, OR ACCEPTANCE OF ANY CARD WILL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS SECTION. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND THE ACE INCENTIVES PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED.

You and we agree that any and all disputes or claims that have arisen or may arise between you and one or more of the Ace Incentives Parties in connection with (i) any Card, including your purchase, use or acceptance of any Card, and/or (ii) these Card Terms, shall be resolved exclusively through confidential, final, and binding arbitration. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules and a form for initiating arbitration proceedings are available on the AAA's website at: www.adr.org.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Illinois, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

You and we agree that each of us may bring claims against the other (and that you may bring claims against any Ace Incentives Party) only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we

agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other purchasers, users or recipients of Cards. **YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.**

14. **Additional Terms.** If you purchase or redeem Cards on a website, your activity on the website may be subject to additional terms, including a Privacy Policy and Terms of Use. Please carefully review all such additional terms. These websites may be owned and operated by third parties that are not affiliated with Ace Incentives.
15. **Miscellaneous.**

Applicable Law: The laws of the State of Illinois, without regard to principles of conflict of laws, will govern the Card Terms and any claim or dispute that has arisen or may arise between you and Ace Incentives in connection with the Cards.

Taxes: Program members are solely responsible for any federal, state, or local taxes and/or government fees that may be imposed in connection with the Cards.

Waiver: No delay or failure by Ace Incentives to enforce any of these Card Terms shall be a waiver of any of our rights under these Card Terms.

Severability: The invalidity or unenforceability of any provision(s) of these Card Terms shall not affect the validity or enforceability of any other provision. In the event that any provision of these Card Terms is found to be invalid or unenforceable, these Card Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Construction: The headings used in these Card Terms are for convenience only, are not a part of this agreement, and do not affect the interpretation of any of the provisions of these Card Terms. Any reference to the term "including" means "including, without limitation."

Survival: The provisions regarding disclaimer of warranties, limitation of liability, arbitration agreement, prohibition of class and representative actions and non-individualized relief, and these miscellaneous provisions shall survive termination of the Card Terms.

16. **Customer Service.** If you have any questions regarding a Card, please contact Customer Service at [1-888-827-4223](tel:1-888-827-4223).